

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30				1. REQUISITION NUMBER 91006		PAGE OF PAGES 1 50	
2. CONTRACT NO.		3. AWARD/EFF. DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER CC-08-HQ-R-0081	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Michael Purnell				b. TELEPHONE NUMBER (No collect calls) (202) 874-4419	
9. ISSUED BY Comptroller of the Currency Acquisition Management, 4-13 250 E Street, SW Washington DC 20219-0001		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE : _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 541513 SIZE STANDARD:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE _____ DELIVERY DATE _____		16. ADMINISTERED BY CODE _____ Acquisition Management Division 250 E Street, SW Mail-stop 4-13 Washington DC					
17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____ TIN NO. _____ TELEPHONE NO. _____		18a. PAYMENT WILL BE MADE BY CODE _____ Comptroller of the Currency Accounts Payable, 4-6 250 E Street, SW Washington DC 20219-0001					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
000001	O&M support services			1	LT		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Michael Purnell			

CONTRACT NO.:	REQUISITION NUMBER 91006	AWARD/EFF. DATE
---------------	-----------------------------	-----------------

ADDITIONAL INFORMATION:

Each offeror's proposal shall break down labor categories and rates as follows:

- 1) Labor categories for the base and each option year. (note: sample labor categories have been provided. Offerors may use these labor categories as guidance. The number of labor categories is not limited to the number of sample categories provided.)
- 2) Propose rates for each individual labor category.
- 3) Propose labor hours (estimated) for each individual labor category.
- 4) Propose total estimated hours and cost for the base and each option year. Propose total estimated contract cost.

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

PART I - SUPPLIES OR SERVICES AND PRICES/COSTS

1.0 GENERAL

(a) The Offeror shall provide, in accordance with issued Task Orders, all management, supervision, labor, facilities, and materials necessary to perform non-personal ESSS services on an indefinite-delivery-indefinite-quantity basis. Individual Task Orders may be awarded as fixed priced, labor hour, or time and materials (T&M). Task Orders will be issued in accordance with the procedures set forth in the IDIQ contract(s).

(b) The labor categories requested herein are provided for guidance. Each Offeror must determine which categories would be appropriate for supporting multiple types of ESSS projects. Offerors proposed rates will be for on-site work only.

2.0 LINE ITEM DESCRIPTION

The fully burdened hourly rates apply to all direct labor hours. Direct labor hours include all labor performed by personnel actually engaged in the direct performance of the work required under this contract and task orders. In accordance with FAR Part 52.212-4 ALT I, Other Direct Cost (ODCs). Each order issued against this contract will list separately the elements of other direct charges for that order or if no reimbursement for other direct cost is provided the order will state none including material necessary for performance of this contract will be specified in individual task orders. Maximum allowable amounts will be established in individual task orders. The cost of general purpose items required for the conduct of normal business operations will not be considered allowable ODCs in the performance of this contract. Travel may be required in the performance of the contract. Travel requirements will be set forth in individual task orders. Reimbursement for travel shall be in accordance with the Federal Travel Regulations (FTR).

3.0 TASK ORDER LABOR CATEGORIES AND CEILINGS

The Contractor shall develop labor rates and estimated hours for each of the Base and Option periods (See Section 5 of this RFP). Additionally, individual ceiling amounts will be established on each task order awarded under the contract.

4.0 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR TASK ORDERS)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN and a Ceiling Price or Firm-Fixed Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor and sub contractor labor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials and travel priced for each task order

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material in accomplishing the performance work statement within the ceiling price or firm-fixed price established for individual task orders.

(c) The Contractor shall notify the Contracting Officer immediately in writing whenever they have a reason to believe that:

(1) The hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and cost previously accrued, will exceed 85 percent of the ceiling price; or

(2) The total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price.

(3) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

(4) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

5.0 LABOR CATEGORIES AND RATES

BASE YEAR AWARD THROUGH TWELVE MONTHS (exact dates will be established at award)

CLIN	LABOR CATEGORIES	RATE	HOURS	EXTENDED COST
0001	Principal Quality Assurance Analyst			
0002	Principal Software Engineer/Developer			
0003	Principal Software/Systems Architect			
0004	Program Director - Onsite			
0005	Requirements/Systems Analyst			
0006	Senior Quality Assurance Analyst			
0007	Senior Software Engineer/Developer			
0008	Senior Software/Systems Architect			
0009	Senior Software/Test Engineer			
0010	Senior Technical Writer/Documentation Spec			
0011	Software Engineer/Developer			
0012	Task Order Manager			
0013	Data Architect			
0014	Senior Database Administrator			
0015	Data Manager			
0016	Database programmer			
0017	Data Modeler			
0018	Jr Database Administrator			
0019	Data Analyst			
0020	SME			

The Offeror shall propose a set handling charge factor on Materials for their T&M Labor Rates or any other indirect costs associated with the contract. (See FAR 52.212-4 ALT I (D) (2)) Material Handling Fee _____%.

TOTAL ESTIMATED HOURS BASE YEAR: _____

TOTAL ESTIMATED COST BASE YEAR: \$ _____

OPTION YEAR I AWARD THROUGH TWELVE MONTHS (exact dates will be established at award)

CLIN	LABOR CATEGORIES	RATE	HOURS	EXTENDED COST
0001	Principal Quality Assurance Analyst			
0002	Principal Software Engineer/Developer			
0003	Principal Software/Systems Architect			
0004	Program Director - Onsite			
0005	Requirements/Systems Analyst			
0006	Senior Quality Assurance Analyst			
0007	Senior Software Engineer/Developer			
0008	Senior Software/Systems Architect			
0009	Senior Software/Test Engineer			
0010	Senior Technical Writer/Documentation Spec			
0011	Software Engineer/Developer			
0012	Task Order Manager			
0013	Data Architect			
0014	Senior Database Administrator			
0015	Data Manager			
0016	Database programmer			
0017	Data Modeler			
0018	Jr Database Administrator			
0019	Data Analyst			
0020	SME			

The Offeror shall propose a set handling charge factor on Materials for their T&M Labor Rates or any other indirect costs associated with the contract. (See FAR 52.212-4 ALT I (D) (2)) Handling Charge_____%.

TOTAL ESTIMATED HOURS OPTION YEAR I: _____

TOTAL ESTIMATED COST OPTION YEAR I: \$ _____

OPTION YEAR II AWARD THROUGH TWELVE MONTHS (exact dates will be established at award)

CLIN	LABOR CATEGORIES	RATE	HOURS	EXTENDED COST
0001	Principal Quality Assurance Analyst			
0002	Principal Software Engineer/Developer			
0003	Principal Software/Systems Architect			
0004	Program Director - Onsite			
0005	Requirements/Systems Analyst			
0006	Senior Quality Assurance Analyst			
0007	Senior Software Engineer/Developer			
0008	Senior Software/Systems Architect			
0009	Senior Software/Test Engineer			
0010	Senior Technical Writer/Documentation Spec			
0011	Software Engineer/Developer			
0012	Task Order Manager			
0013	Data Architect			
0014	Senior Database Administrator			
0015	Data Manager			
0016	Database programmer			
0017	Data Modeler			
0018	Jr Database Administrator			
0019	Data Analyst			
0020	SME			

The Offeror shall propose a set handling charge factor on Materials for their T&M Labor Rates or any other indirect costs associated with the contract. (See FAR 52.212-4 ALT I (D) (2)) Handling Charge_____%.

TOTAL ESTIMATED HOURS OPTION YEAR II: _____

TOTAL ESTIMATED COST OPTION YEAR II: \$ _____

OPTION YEAR III AWARD THROUGH TWELVE MONTHS (exact dates will be established at award)

CLIN	LABOR CATEGORIES	RATE	HOURS	EXTENDED COST
0001	Principal Quality Assurance Analyst			
0002	Principal Software Engineer/Developer			
0003	Principal Software/Systems Architect			
0004	Program Director - Onsite			
0005	Requirements/Systems Analyst			
0006	Senior Quality Assurance Analyst			
0007	Senior Software Engineer/Developer			
0008	Senior Software/Systems Architect			
0009	Senior Software/Test Engineer			
0010	Senior Technical Writer/Documentation Spec			
0011	Software Engineer/Developer			
0012	Task Order Manager			
0013	Data Architect			
0014	Senior Database Administrator			
0015	Data Manager			
0016	Database programmer			
0017	Data Modeler			
0018	Jr Database Administrator			
0019	Data Analyst			
0020	SME			

The Offeror shall propose a set handling charge factor on Materials for their T&M Labor Rates or any other indirect costs associated with the contract. (See FAR 52.212-4 ALT I (D) (2)) Handling Charge_____%.

TOTAL ESTIMATED HOURS OPTION YEAR III: _____

TOTAL ESTIMATED COST OPTION YEAR III: \$ _____

OPTION YEAR IV AWARD THROUGH TWELVE MONTHS (exact dates will be established at award)

CLIN	LABOR CATEGORIES	RATE	HOURS	EXTENDED COST
0001	Principal Quality Assurance Analyst			
0002	Principal Software Engineer/Developer			
0003	Principal Software/Systems Architect			
0004	Program Director - Onsite			
0005	Requirements/Systems Analyst			
0006	Senior Quality Assurance Analyst			
0007	Senior Software Engineer/Developer			
0008	Senior Software/Systems Architect			
0009	Senior Software/Test Engineer			
0010	Senior Technical Writer/Documentation Spec			
0011	Software Engineer/Developer			
0012	Task Order Manager			
0013	Data Architect			
0014	Senior Database Administrator			
0015	Data Manager			
0016	Database programmer			
0017	Data Modeler			
0018	Jr Database Administrator			
0019	Data Analyst			
0020	SME			

The Offeror shall propose a set handling charge factor on Materials for their T&M Labor Rates or any other indirect costs associated with the contract. (See FAR 52.212-4 ALT I (D) (2)) Handling Charge_____%.

TOTAL ESTIMATED HOURS OPTION YEAR IV: _____

TOTAL ESTIMATED COST OPTION YEAR IV: \$ _____

TOTAL ESTIMATED CONTRACT COST (BASE PLUS ALL OPTION YEARS): \$ _____

The Government may increase the total estimated contract price by 10% to establish the ceiling price of the contract.

PART II – STATEMENT OF WORK

6.0 The Statement of Objectives is provided herein to this Request for Proposal (RFP) and appended to this RFP as attachment (See Attachment 1)

PART III - OTHER CONTRACTUAL TERMS AND CONDITIONS

7.0 Type of Contract

1.1 52.216-1 Type of Contract (APR 1984).

The Government contemplates award of an Indefinite Delivery Indefinite Quantity Contract (IDIQ) with firm fixed price or time and materials task orders resulting from this solicitation.

1.2 52.216-22, INDEFINITE QUANTITY. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract 30 days after the last day of the performance period.

8.0 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defeats or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-

wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (3) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (4) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (5) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (6) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws. Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and

completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
[End of Clause]

9.0 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer

has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (4) [Reserved]
- ___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6
- ___ (iii) Alternate II (MAR 2004) of 52.219-6
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7
- ___ (iii) Alternate II (MAR 2004) of 52.219-7
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- XX (8) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- XX (iii) Alternate II (OCT 2001) of 52.219-9
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUN 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- ___ (15) 52.219-28, Post-Award Small Business Program Rerepresentation (JUN 2007) (15 U.S.C.

632(a)(2)).

- ___ (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- XX (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- XX (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- XX (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (24) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16
- ___ (28) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- ___ (29) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV

2007) (42 U.S.C. 5150).

XX (34) 52.232-29, Terms of Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

— (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

— (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

— (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

— (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (APR 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

— (1) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

— (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
 - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351 et seq.).
 - (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

10.0 ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

The following clauses are incorporated by reference, pursuant to FAR 52.252-2:

52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDERING LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY

The following clauses are incorporated into this solicitation/contract by full text as follows:

11.0 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the contract expiration date.

[End of Clause]

12.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not extend beyond 66 months.

13.0 1052.239-70(OCC) REQUIREMENT FOR COMPLIANCE WITH ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/508standards.htm>).

The following standards may be applicable to this task order.

- ☒ 1194.21 Software applications and operating systems.
- ☒ 1194.22 Web-based intranet and internet information and applications.
- ☒ 1194.23 Telecommunications products.
- ☒ 1194.24 Video and multimedia products.
- ☒ 1194.25 Self contained, closed products.
- ☒ 1194.26 Desktop and portable computers.
- ☒ 1194.31 Functional Performance Criteria
- ☒ 1194.41 Information, Documentation and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

Each specific task order shall indicate which standards are applicable.

End of Clause

14.0 1052.242-70(OCC) EVALUATION OF CONTRACTOR PERFORMANCE (JUNE 2001)

- A. The OCC will evaluate the contractor's performance after contract award. If this contract has renewal options, an evaluation will be conducted at the end of the base year and each exercised option year. If this contract does not have renewal options, an evaluation will be conducted every 12 months and upon completion of the contract. Notwithstanding the preceding, the Contracting Officer may conduct evaluations more or less frequently, if the Contracting Officer deems appropriate.
- B. Evaluations will be conducted using an electronic format as established by the National Institute of Health's (NIH) Contractor Performance System (CPS), an internet-based database of contractor performance information. The OCC will enter the information, gathered from the evaluation, into the CPS. The contractor will have access to and will be able to provide comments on the evaluation through the database. **The contractor must first register to gain access to the NIH database at <https://cpscontractor.nih.gov/cr.asp>.** The contractor will have 30 days to respond to the evaluation. If a response is not entered within 30 days, the evaluation will stand as written.
- C. If the contractor responds to the evaluation, and the response rebuts any or all of the ratings, the Contracting Officer will attempt to reconcile the areas of disagreement with the contractor. If agreement cannot be reached, the evaluation and response shall be reviewed at a level higher than the Contracting Officer and a final evaluation will be issued by the reviewing official. If the reviewing official finds, either all or in part, against the contractor, the contractor's response shall become part of the final evaluation. The reviewing official's final decision shall not be subject to dispute under the terms and conditions of the Disputes clause nor subject to resolution in accordance with the terms and conditions of the Alternative Dispute Resolution clause. The reviewing official will provide the contractor with a copy of the final evaluation.
- D. Any government agency authorized to access the NIH database will be able to view the performance information related to this contract. Any government agency may also receive a copy the contractor's performance evaluation, and any associated comments, by contacting the OCC. The OCC will also, upon request, provide copies of any and all of the contractor's evaluations to the

contractor.

15.0 1052.242-75(OCC) PERIOD OF PERFORMANCE (JUNE 1997)

1. The basic period of performance of this contract is from January 1, 2009 through December 31, 2009.
2. If exercised, the first option year will extend the contract period of performance from January 1, 2010 through December 31, 2010.
3. If exercised, the second option year will extend the contract period of performance from January 1, 2011 through December 31, 2011.
4. If exercised, the third option year will extend the contract period of performance from January 1, 2012 through December 31, 2012.
5. If exercised, the fourth option year will extend the contract period of performance from January 1, 2013 through December 31, 2013.

Note The dates listed above are subject to change at contract award*

16.0 MINIMUM AND MAXIMUM ORDERING AMOUNTS

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity for the base year is \$100,000. There is no minimum quantity for option years. The maximum ordering amount will be the total value of the contract.

If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option or award term period, and extended to the end of that option period or award term period.

17.0 1052.245-70(OCC) SECURITY INVESTIGATIONS AND PERSONAL IDENTITY VERIFICATION OF HEADQUARTERS CONTRACTOR PERSONNEL (MAY 2008)

Definition. As used in this clause the term *access* means, "access to OCC facilities, information systems, security items and products, and/or sensitive but unclassified information."

The OCC shall have the right under this contract to require Contractor personnel that need *access*, as defined above, to undergo a security investigation. As used herein, "contractor personnel" includes, but is not limited to, advisors or consultants to the contractor, subcontractors or their personnel, or any other persons under the auspices of the contractor. The type of security investigations conducted shall be determined by the OCC and will depend upon several factors including, but not limited to, the duration of the contract, the kind of access the personnel will have, the sensitivity of the duties the personnel will perform, and whether adequate investigations have previously been done. Investigations can range from credit and fingerprint checks to full background reviews.

The OCC shall schedule security investigations and provide restricted *access* for contractor employees in accordance with the following procedures:

1. The COTR will provide basic contractor information on PIV form, to include name of contractor, phone number, email address, contract number and company name to the OCC's Critical Infrastructure Protection and Security Office (CIPS) Personnel Security Technician (PST).

2. The PST will contact the contractor to obtain information on contractor personnel and agents. If the contractor personnel or agent has a prior security investigation, the PST will verify this information with Office of Personnel Management (OPM). If the investigation is confirmed, a new investigation may not be necessary.
3. The PST will contact the COTR to schedule an appointment for contractor personnel to complete final processing of the PIV form which includes authentication of two forms of I-9 identification and badge issuance.
4. The PST will create an e-Quip user account for contractor personnel who will receive an email with the following information:
 - i. a link to the e-QIP website at www.opm.gov/e-qip/
 - ii. instructions for completion and submission of the forms
 - iii. any supplemental forms that may apply
5. The contractor personnel shall complete the Personnel Security Questionnaire (PSQ) in e-QIP prior to contractor access to OCC facility. The contractor must print and sign the e-QIP signature forms, including the certification and release pages. The contractor shall provide two forms of I-9 identification, a signed credit disclosure, and OF 306 for the scheduled PIV processing appointment.
6. The PST will schedule the PIV processing appointment date and time and provide the information to the COTR. The COTR will notify the contractor personnel of the scheduled appointment date and time and escort the individual to the PIV processing appointment.
7. The contractor shall complete Section 1 of the PIV form and sign the certification page and release forms at the scheduled appointment. The contractor personnel shall provide two forms of I-9 identification, OF 306, and the signed credit disclosure and Non-Disclosure Agreement.
8. OCC Security Personnel will fingerprint and photograph the contractor's employees; they will also review their security paperwork.
 - a. Employees without badges will not have any *access* to OCC facilities, information systems, security items and products, and/or sensitive but unclassified information.
 - b. These badges will only provide contractor employees with limited *access*.

It is the contractor's responsibility to ensure that all required security-related paperwork is completed and submitted in accordance with the process outlined above. Failure to provide the required information may delay access to OCC facilities, information systems, security items and products, or sensitive but unclassified information and impact contract performance.

As soon as CIPS receives a favorable fingerprint and/or background check for a contractor employee, CIPS personnel will issue that employee unescorted access.

The OCC shall have the right to require a final suitability determination prior to contractor employee beginning work at the OCC.

The contractor shall immediately notify both the contracting officer and the COTR when a contractor employee with an OCC issued security badge will no longer be working on this contract. This notification must be in writing (e-mail is acceptable) and must be provided no later than 15 hours after the employee's departure.

The Contractor shall immediately replace, with equally qualified employee(s), any employee(s) whose security investigation does not result in a favorable adjudication. The OCC shall have the unilateral right to make security adjudication decisions.

During the life of the contract, the Contractor shall immediately notify the COTR of any new contractor employees that will require *access*. The OCC shall schedule security investigations for these new contractor employees in accordance with the process outlined above on an as needed basis.

The cost for any investigations required under the contract will be borne by the Government.

(End of Clause)

18.0 1052.245-71(OCC) CITIZENSHIP OR RESIDENCY REQUIREMENTS OF CONTRACTOR PERSONNEL (OCT 2005)

The Contractor shall ensure that all employees having access to OCC's facilities, information systems, security items, or sensitive but unclassified information shall be United States citizens or have lawful permanent resident status.

(End of Clause)

19.0 1052.245-72(OCC) CONFIDENTIAL OR SENSITIVE INFORMATION (JUNE 1999)

The Contractor agrees that the work to be performed and information released to the Contractor is, because of the proprietary and confidential nature of such information, sensitive in nature and is not to be disclosed to anyone other than OCC employees assigned to the contracted project and other Contractor personnel working on the project. The Contractor agrees to protect all confidential and/or proprietary information received by or provided to the Contractor pursuant to this contract from unauthorized disclosure or use for as long as the information remains proprietary or confidential and further agrees that it will not use such information for any purpose other than that relating to the performance of this contract. For purposes of the contract, all information provided to or received by the Contractor is deemed confidential and proprietary.

The Contractor shall execute and is responsible for having all of its employees and agents working under this contract and/or having access to sensitive information under this contract execute a statement entitled "Conditional Access to Sensitive But Unclassified Information Non-Disclosure Agreement." This Statement, a copy of which is appended to this contract, provides that sensitive but unclassified information provided to the Contractor or its employees or agents shall not, except as permitted in connection with the performance of the contract, be further disclosed or used without the prior written approval of the Office of the Comptroller of the Currency. Executed copies of this statement must be completed and returned to the Office of the Comptroller of the Currency by a duly authorized official of the Contractor and by all Contractor employees or agents who will perform work on the Contract before their work begins. In the event that contractor fails to submit signed Agreements prior to beginning work, the effective date of any agreements received after work begins shall be the date of award.

(End of Clause)

20.0 1052.245.74 (OCC) SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2008)

I. DEFINITIONS

Definitions, as used in this clause, generally refer to the Code of Federal Regulations (CFR) unless a more specific provision is noted below.

Adequate Security

Security that is commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications in use operate effectively and provide appropriate confidentiality, integrity, and availability through the use of managerial, operational, and technical security controls.

Information Resource

An information resource encompasses both information and information related resources such as personnel, equipment, data, and information technology.

Information System

A discreet set of information resources organized for the collection, processing, maintenance,

transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.

Note: The OCC's Chief Information Security Officer (CISO) maintains the information on current security requirements and standards and will provide additional details to the contractor upon request. Upon substantive changes, the contractor will be notified of any significant impact to information security requirements.

II. GENERAL REQUIREMENTS

- (1) The contractor shall be responsible for Information Technology (IT) security for all systems connected to an OCC network or operated by the contractor for the OCC, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the contractor must have physical or electronic access to OCC information resources.
- (2) OCC information resources shall remain in the United States. The maintenance, operation, and/or processing of said resources must take place, and originate from, within the United States.
- (3) The contractor shall maintain a complete and accurate inventory of OCC-provided information resources. The inventory shall be made available for inspection at the request of the OCC.
- (4) The contractor facility hosting OCC information resources must meet all applicable state and local zoning, environmental, and building laws and regulations. The facility must include protection against unauthorized access at all hours, including alarms and notification systems should such protection be breached.
- (5) Suspected or confirmed compromises of security to OCC information resources must be reported to the OCC within 60 minutes of discovery.
- (6) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive IT security training in accordance with Office of Management and Budget (OMB) Circular A-130 and Federal Information Security Management Act of 2002 requirements, as they may be amended from time to time during the term of this contract.
- (7) Contractors shall grant the Government access to facilities and information resources used in support of the contract. The OCC shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced. These reviews include, but are not limited to, technical testing of the control environment used to safeguard OCC information resources.
- (8) At the expiration of the contract, the contractor shall return all OCC information resources provided to or generated by the contractor during the contract. The contractor shall provide certification that all OCC information has been purged from any contractor-owned system.

III. ADDITIONAL REQUIREMENTS

- (1) The contractor shall have completed and submitted to the Contracting Officer the OCC's *Preliminary Third Party Service Provider Information Security Self Assessment* prior to the execution of the contract.
- (2) The contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure the adequate security of IT resources that are developed, processed, or used under this contract. The IT Security Plan shall be developed in accordance with OCC instruction *Developing an Information Security Plan for Third Party Service Providers* which will be provided to the contractor upon request.

(A) The contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (FISMA); and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130, Department of the Treasury Directive 85-01, and OCC Policy and Procedures Manual 4000-1 (REV). Copies of these documents are maintained by the OCC Information Security Office and are available upon request.

(B) The IT Security Plan shall specifically include instructions regarding handling and protecting OCC information at the contractor's site (including any information stored, processed, or transmitted using the contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(C) Within 120 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document. Templates for the IT Security Plan are maintained by the OCC's Chief Information Security Officer and are available upon request.

(D) Within 180 days after contract award, the contractor shall be notified of any follow-up actions required to verify the submitted IT Security Plan. Follow up activities may include requests for additional supporting information or documentation and site inspections.

(End of clause)

21.0 1052.245.75 (OCC) SECURITY INVESTIGATIONS AND PERSONNEL IDENTITY VERIFICATION OF DISTRICT AND FIELD OFFICE CONTRACTOR PERSONNEL (MAY 2008)

Definition As used in this clause the term *access* means "access to OCC facilities, information systems, security items and products, and/or sensitive but unclassified information."

The OCC shall have the right under this contract to require Contractor personnel that need *access*, as defined above, to undergo a security investigation. As used herein, "contractor personnel" includes, but is not limited to, advisors or consultants to the contractor, subcontractors or their personnel, or any other persons under the auspices of the contractor. The type of security investigations conducted shall be determined by the OCC and will depend upon several factors including, but not limited to, the duration of the contract, the kind of access the personnel will have, the sensitivity of the duties the personnel will perform, and whether adequate investigations have previously been done. Investigations can range from credit and fingerprint checks to full background reviews.

The OCC shall schedule security investigations and provide restricted *access* for contractor employees in accordance with the following process:

1. After contract award, the COTR will send basic contractor information on PIV form, to include name of contractor, phone number, email address, contract number and company name to the Office of Critical Infrastructure Protection & Security (CIPS).
2. The OCC's Personnel Security Technician (PST) will contact the contractor to obtain necessary identifying information. If the contractor employee has a prior security investigation, the PST will verify this information with Office of Personnel Management (OPM). If the investigation is confirmed, a new investigation may not be necessary. The PST will notify operations staff to schedule an appointment through the COTR for final processing of the PIV form to include authentication of 2 forms of I-9 identification and badge issuance.) The PST will create an account for the new e-QIP user, and the contractor will receive an email with the following information:

- i. a link to the e-QIP website at www.opm.gov/e-qip/
 - ii. instructions for completion and submission of the forms
 - iii. any supplemental forms that may apply
3. The contractor will complete the Personnel Security Questionnaire (PSQ) in e-QIP prior to contractor access to OCC facility. The contractor must print and sign the e-QIP signature forms, including the certification and release pages and bring them at the time of OCC PIV processing along with 2 forms of I-9 identification, a signed credit disclosure, and OF 306.
4. The COTR will contact the operations staff at the district office nearest the location of the contractor to schedule a Personal Identity Verification (PIV) appointment, following approval by PST after successful review of eQIP submission.
5. The contractor will arrive to OCC PIV processing appointment, and the Registrar will collect a hard copy of original signatures on certification page and release forms as well as two I-9 identity source documents, signed credit disclosure, OF 306 and Non-Disclosure Agreement.
6. Operations staff will fingerprint and photograph the contractor's employees; they will also review their security paperwork.
 - a. Contractor employees without badges will not have any unescorted *access* to OCC facilities, information systems, security items and products, and/or sensitive but unclassified information.
 - b. These badges will only provide contractor employees with limited *access*.

It is the contractor's responsibility to ensure that all required security-related paperwork is completed and submitted on a timely basis, in accordance with the process outlined above. Failure to timely submit the required paperwork will delay the contractor's employees' access to OCC facilities, information systems, security items and products, and/or sensitive but unclassified information. If employee *access* is delayed, the contractor's ability to meet the delivery requirements of this contract could be adversely impacted and, as a consequence, the contractor could be subject to contractual disincentives and/or liquidated damages as may be specified elsewhere in this contract.

As soon as CIPS receives a favorable fingerprint and/or background check for a contractor employee, CIPS personnel will issue that employee unescorted access.

The OCC shall have the right to require a final suitability determination prior to contractor employee beginning work at the OCC.

The contractor shall immediately notify both the contracting officer and the COTR when a contractor employee with an OCC issued security badge will no longer be working on this contract. This notification must be in writing (e-mail is acceptable) and must be provided no later than 15 hours after the employee's departure.

The Contractor shall immediately replace, with equally qualified employee(s), any employee(s) whose security investigation does not result in a favorable adjudication. The OCC shall have the unilateral right to make security adjudication decisions.

During the life of the contract, the Contractor shall immediately notify the COTR of any new contractor employees that will require *access*. The OCC shall schedule security investigations on an as needed basis.

The cost for any investigations required under the contract will be borne by the Government.

(End of Clause)

22.0 1052.245.8001 (OCC) INFORMATION TECHNOLOGY (IT) SECURITY AWARENESS TRAINING (SEP 2008)

The Contractor understands that work to be performed under this contract may require network (logical) access to OCC information resources. As used in this clause the term *access* means “network access to OCC information resources” regardless of location. Contractor personnel must complete initial training on their IT security responsibilities and OCC established system rules of behavior to receive network access to OCC information resources. As used herein, “*contractor personnel*” includes, but is not limited to, advisors, consultants, or agents to the contractor, subcontractors or their personnel, or any other persons under the auspices of the contractor. Contractor personnel requiring network access to OCC information resources must also complete security awareness training annually for the duration of this contract.

The Contractor is responsible for its personnel who require access to OCC information resources. The contractor shall provide a list of names to the COTR after award to initiate the background investigation process and identify contractor personnel who require information security awareness training. The Contractor shall update this list during contract performance to add new contractor personnel to the contract.

Contractor personnel shall complete the IT Security Awareness Training located at <http://www.occ.treas.gov/training/isa.htm> before receiving network access to OCC information resources, sign and date the certificate at the end of the training with their legal names, and provide electronic copies of the certificate to the Contracting Officer’s Technical Representative (COTR) at least two weeks prior to the need date for network access. The contractor shall contact the COTR to ensure timely processing of request(s) or for situations when immediate access is required due to circumstances beyond the contractor’s control. Failure to meet the requirements of this provision could negatively impact the contractor’s performance rating and/or result in a contract termination pursuant to the termination provisions of this contract.

Contractor personnel shall complete the training annually. The Contractor must verify completion of training for all personnel in a report submitted to the CO, with a copy to the COTR. The initial training must be completed before contractor personnel are granted network (logical) access. The annual training must be completed by April 30th of the fiscal year and the contractor shall submit the report no later than May 15th.

Contractor personnel will be granted access to the Treasury Learning Management System (TLMS) to complete annual IT Security Awareness refresher training. The COTR will provide instructions for completing the annual refresher training in TLMS. The Contractor is responsible for ensuring that all contractor personnel comply with the requirements of this clause.

End of Clause

[END OF ADDENDUM TO FAR 52.212-4]

23.0 1052.212-70(OCC) SUPPLEMENTAL INVOICING REQUIREMENTS -- COMMERCIAL ITEM (JAN 2003)

In addition to the invoicing requirements specified in clause 52.212-4, Contract Terms and Conditions--Commercial Items, of this contract, the following special invoicing requirements also apply to the submission of invoices.

- (a) (i) The contractor shall submit invoices in a format that replicates the line item (CLIN) and subline item (subCLIN) structure of the contract or, in the case of an order against a contract, the CLIN and subCLIN structure of the order. Each invoice shall provide, by CLIN and subCLIN, the line item number, description, quantity being invoiced, unit of measure, unit price, and current invoiced amount. Each invoice shall sequence CLINs and subCLINs in the same order in which they appear in the contract or order and shall be totaled at the bottom of the invoice.

- (ii) If the contract allows for the submission of partial or periodic invoices, the contractor shall include an additional column, titled "Cumulative Amount," to the right of the "Current Invoiced Amount" column. In the "Cumulative Amount" column, the contractor shall enter the total amount that has been billed for each contract line item and subline item through the end of the current invoice period.
 - (iii) The contractor shall submit invoices that conform to the requirements listed in subparagraphs (a)(i) and (ii) above. The contractor shall not deviate from this format without the expressed, written permission of the contracting officer. To further clarify the guidance provided in these paragraphs, a sample, generic invoice accompanies this clause.
- (b) The contractor shall identify the point of contact (POC) or contracting officer's technical representative (COTR) for this contract on the face sheet of all invoices submitted under the contract. The POC or COTR is identified in (b)(ii) below. The contractor shall precede the POC or COTR's name with either a "POC" or "COTR" label, as appropriate (e.g., "POC: John E. Doe").
- (c) The contractor shall submit an original and two copies of each invoice. The contractor shall submit the original and all copies of the invoice at the same time. Submission shall be as follows:
- (i) The contractor shall submit the original invoice to the designated billing office. The designated billing office for this contract is.

Address: Comptroller of the Currency
 Accounts Payable, MS 4-6
 250 E Street, SW
 Washington, DC 20219-0001

Telephone: (202) 874-5140

- (ii) The contractor shall submit one copy of the invoice to the point of contact (POC) or contracting officer's technical representative (COTR), as designated in the contract. The POC or COTR for this contract is.

Name: *****
 Address: *****

Telephone: *****

** - to be completed upon award

- (iii) The contractor shall submit one copy of the invoice to the contracting officer or contract specialist. The contracting officer or contract specialist is.

Name: *****
 Address: *****

Telephone: *****

** - to be completed upon award

- (d) The OCC may deem any invoice that does not fully comply with the invoicing requirements

specified in 52.212-4, Contract Terms and Conditions -- Commercial Items, and this clause, 1052.212-70 (OCC), Supplemental Invoicing Requirements -- Commercial Item, as an improper invoice and return the invoice to the contractor.

(End of clause)

FAIR OPPORTUNITY

This a single or multiple award Indefinite Delivery Indefinite Quantity (IDIQ), Firm-Fixed Price, or Time and Materials/Labor Hour contract. Ordering shall be in accordance with FAR 16.505(b). Determination of selected type will be based on the task order and criteria contained in FAR 52.216-18. Any services to be furnished under this contract shall be ordered by issuance of task orders. Funds for services to be provided under this contract will be obligated by each individual task order.

The period of performance will be specified in individual task orders. In the event that a task order requires performance that extends beyond the current contract term, the Contractor shall be required to complete performance within the time frame set forth in the task order, provided such period does not extend beyond one (1) year after expiration.

A determination as to which contractor(s) will receive individual task orders will be at the sole discretion of the Government. Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as availability and suitability of contractor resources, quality of contractor past performance and price. The government may find it necessary to place an order to satisfy a minimum guarantee without competing the order amongst contractors.

The Government reserves the right to indicate in individual task orders that the offeror receiving the award will provide support during subsequent option years for the same services at the sole discretion of the Government. Option periods will be priced under separate Task Order(s).

TASK ORDERS PROCEDURES

a. General. The task order procedures in this clause shall apply to all CLINs and the respective Option. The Government may order up to the ceiling price specified in the Schedule. For purposes of this contract, the term "Task Order" is synonymous and interchangeable with the word "order" as used in (Section 4.0 of this RFP) FAR clauses 52.216-18, 52.216-19, and 52.216-22. All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall prevail.

Task orders will be for on-site work and will be identified when the task order is awarded. For task orders issued on a time and materials or labor hour basis, the Government shall not be obligated to pay the Contractor any amount in excess of the total ceiling price identified in the task order and the Contractor shall not be obligated to continue performance if to do so would exceed the applicable ceiling, unless and until the Contracting Officer has notified the Contractor, in writing, that the applicable ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the task (see Clause 52.232-7, *Payments Under Time & Material and Labor Hour Contractors* for the Contractor's notification responsibilities to the Government as it accrues costs reaching 75% of the then current task ceilings).

b. Ordering. Task Orders will be issued in written form by the Contracting Officer. Normally, prior to issuing a Task Order, the Contracting Officer will request, and the Contractor shall provide a Task Plan for accomplishing the work.

(1) Request for Quote (RFQ). The Contracting Officer will issue a request for quote to the Contractor(s) that will include the following information:

(a) Description of the task to be performed,

- (b) A period of performance for the task,
- (c) A description of the deliverables (as appropriate), and

(2)Task Plan. The Contractor shall submit a response to the RFQ no later than 10 calendar days after receipt of the request. The Task Plan shall include:

- (a) A description of the method and approach to that will be used.
- (b) Estimated level of effort by labor category required to perform the task in the period of performance specified in the draft Task Order or firm-fixed price as appropriate for the type of Task Order including all travel and other travel costs and material costs as appropriate.

(3)Task Order Issuance. Within forty-five (45) calendar days (unless a shorter period is prescribe by the contracting officer)or after receipt of Contractor Quotes, the Contracting Officer will (a) evaluate the Quotes submitted in response to the Task Plan, (b) request additional information if necessary, (c) If multiple awards, determine who will receive an award, and (d) document the award decision. Once the Contractor(s) and Contracting Officer have agreed on the content of the Task Plan, the Contracting Officer will issue the Task Order to the Contractor receiving the award, which includes the following:

- (a) Contracting Officer signature and date of order,
- (b) Order number, CLIN, and PWS (or PWS reference),
- (c) Description of the Task to be performed including deliverables,
- (d) Type of Task Order; and
- (e) The period of performance for the task.

LABOR CATEGORIES

The labor categories identified in Section 5.0 of this RFP represents the best estimate of the kinds of personnel required for successful contract performance. It is recognized that the inventory of information systems, technologies, methodologies, and processes ranges from obsolescent to near state-of-the-art, and that the technology presently being introduced into the information technology marketplace is revolutionary rather than evolutionary. The ability of the Contractor to respond to new technologies, methodologies, and processes is both necessary and appropriate. Although the Contractor is expected to use the contract categories in the contract for the purpose of matching resources to requirements, the use of additional labor categories not currently contemplated may be necessary over the term of the contract. Certain unique labor categories, as well as consultants, may be required under specified task orders and my only be used after being negotiated and added to the contract via modification.

TASK ORDER CLOSE-OUT

It is the intention of the OCC to perform close-out procedures on an individual task order basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Task order close-outs will occur as soon as possible after task order performance has concluded.

LIMITATION OF FUNDING

Time and Materials or Labor Hour task orders under this contract may be fully funded or incrementally funded.

GOVERNMENT FURNISHED ITEMS

All Government furnished items will be identified in Individual Task Orders, as applicable. If any given task

order issued under this contract requires work to be performed on the Government site, the Government will provide office work space, office automation equipment, telephones, and furniture for Contractor personnel unless authorized by the Contracting Officer to deviate from this requirement.

UNAUTHORIZED CHANGE ORDERS

The Contracting Officer will appoint a COTR for the contract and Task Orders issued under the contract. No order, statement or conduct of any such person shall constitute a change under the "Changes" clause of this contract or entitle the Contractor an equitable adjustment of the contract price. No appointee of the CO is acting within the limits of his/her authority when he attempts to change the contract. Only the Contracting Officer has the authority to change the contract. The contract shall not be changed except by issuance of a written change order signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer.

NOTICE OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or whenever difficulty is anticipated in complying with delivery schedules(s) or whenever the Contractor has knowledge that an actual or potential situation has delayed or threatens to delay the timely performance of any work, the Contractor shall immediately notify the COTR and the Contracting Officer in writing, giving pertinent details. Notice of delays shall be provided at least five (5) business days in advance of the due date or deadline. Any notice of delay that is not provided in accordance with this provision shall be documented in writing with the explanation for not meeting the advance notification requirement.

25.0 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Applicable Documents

In order to meet the Contract objectives, the OCC expects to modify certain of the standards set forth below. The most current version of applicable documents at the time of Task Order issuance will take precedence. The list is not all-inclusive. Documents required for execution of specific tasks may be cited in future Task Orders. Offerors shall comply with all listed mandatory documents.

Title	Applicable Portion	Reference Location	Mandatory (M) Advisory (A)
Section 508 of the Rehabilitation Act	Subpart B, Technical Standards, 1194.21, Software Applications and Operating Systems, 1194.22, Web based Intranet and Internet Information and Applications, 1194.23 Telecommunications, 1194.24 Video and Multimedia, 1194.25 Self	http://www.access-board.gov/sec508/standards.htm OCC Section 508 Program Office: OCC Accessibility@occ.treas.gov	M

Title	Applicable Portion	Reference Location	Mandatory (M) Advisory (A)
	<p>contained, closed products and 1194.26 desktop and portable computers as applicable to this requirement, and itemized and selected at the time of subsequent task orders.</p> <p>The following two shall apply to all current and future task orders: Subpart C. Functional Performance Criteria 36 CFR 1194.31 Subpart D. Information, Documentation and Support 36 CFR 1194.41</p>		
OCC Organization	All	http://www.occ.gov/org.htm	A
FISMA, Federal Information Security Management Act	All	FISMA, Federal Information Security Management Act	M
National Institute of Standards	Federal System Security	<u>March 29, 2004 – SECOND Draft Special Publication 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories</u> <u>SP 800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998</u>	M
Department of the Treasury Information Technology (IT) Security Program,	All	http://www.treas.gov/regs/td85-01.htm	M
ESSS SOO	All	Attachment 1	M
ESSS Sample Scenarios	All	Attachment 2	M
Critical Discussion Items	All	Attachment 3	M
OCC Application Solutions and Key Technologies	All	Attachment 4	M
First Phased Solutions	All	Attachment 5	M
ITS Enterprise Configuration Management Policy	All	Attachment 6	M
ITS Enterprise Configuration Management Plan	All	Attachment 7	M
ITS Enterprise Configuration Management Procedures	All	Attachment 8	M
OCC Systems Development Life Cycle	All	<u>Attachment 9</u>	M

Title	Applicable Portion	Reference Location	Mandatory (M) Advisory (A)
OCC Enterprise Architecture	All	Attachment 10	M
ITS Release Management Plan	All	Attachment 11	M
Sample Subcontracting Plan	All	Attachment 12	M
Non-Disclosure	All	Attachment 13	M
Past Performance Questionnaire	All	Attachment 14	M
Oral Presentations	All	Attachment 15	M
Representations and Certifications	All	Attachment 16	M

PART IV - PREPARATION AND SUBMISSION OF QUOTES

26.0 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the

solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (<http://assist.daps.dla.mil>).
 - (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
 - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense

Single Stock Point (DoDSSP) by--

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database). The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the

successful offeror.

- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

**27.0 ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS--
COMMERCIAL ITEMS**

52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.217-5	JUL 1990	EVALUATION OF OPTIONS
52.232-31	OCT 1995	INVITATION TO PROPOSE FINANCING TERMS
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

The following provisions are incorporated into this solicitation by full text as follows:

Paragraph (c) is amended to read: "Period for acceptance of offerors. The offeror agrees to hold the prices in its offer for ninety (90) calendar days from the date specified for receipt of offers, unless another period is specified in an addendum to the solicitation.

Paragraph (e), Multiple offers, is hereby deleted from this solicitation.

Add paragraph (m), Preparation of Proposals.

1. Single or Multiple award will be considered for the full range of enterprise system support services (ESSS) for all organizations within the Office of the Comptroller of the Currency. All offerors must comply with the following instructions establishing the acceptable minimum requirements for the format and content of proposals. Failure to furnish a complete proposal at the time of proposal submission, or non-compliance with all instructions within this RFP, may result in the rejection of the proposal and the elimination from consideration for award.

2. The Government may award one or multiple contracts for this solicitation. This does not however commit the Government to making an award to any specific number of Offerors. Award will be made to those Offeror(s) whose proposal(s) are determined to best meet the needs of the Government after consideration of all factors.

3. Due Diligence Sessions. The OCC will conduct due-diligence sessions on October 1, 2, 3, 6, 7 during the hours of 8 a.m. through 5 p.m. Participation Notification - If you wish to participate in the due diligence conference session, please submit the name of your company name and number of attendees to Michael Purnell: michael.purnell@occ.treas.gov by 26 September 2008. The due-diligence session will last no longer than 2-hours per offeror. Offerors shall submit all questions regarding the SOO and the Government requirement in an email submission (not later than September 26, 2008). Due Diligence session will be held at OCC Headquarters located at 250 E. Street, SW, Washington, D.C. 20219.

4. The Request for Proposals (RFP) responses must be prepared in five parts: Volume I- Technical Approach, Volume II – Management Approach and Transition Plan, Volume III – Past Performance, Volume IV – Oral Presentations, and Volume V Cost/Price. Each Volume shall be separated from the other. No Volume with the exception of Volume V - Cost Proposal, shall contain any cost related to this RFP; however, resource information such as data concerning labor hours and categories, materials, subcontracts, etc., that must be contained in the technical proposal so that an offeror's understanding of the scope of work may be evaluated is

permissible. **Each offeror shall acknowledge and return any or all amendment(s). The acknowledged amendments will be returned as part of Volume V - Cost Proposal.**

5. Your response to this RFP must be signed by an official authorized to bind your company or firm. Proposals are due and must be received by 1:00pm EST on 22 October 2008. Proposals received after this date will not be considered for award. An original and three (3) copies of each Volume shall be mail to:

Office of the Comptroller of the Currency
Acquisition Management, Mail Stop FM-4
250 E Street, SW
Washington, DC 20219-0001
Attn: Michael G. Purnell

6. Hand-Carried/Courier Delivered Proposals

All hand-carried and courier-delivered proposals must be taken to the OCC loading dock at the east end of the building at 250 E Street, SW, Washington, DC. The security guard will ask for identification and have you sign the visitors' log. The guard will escort you to the Mail and Messenger Unit window, if you cannot see anyone on duty. An OCC representative will come to the window, accept the proposal, and date and time stamp it in.

7. It is understood that your RFP responses shall become part of the official contract file. The Government will evaluate responses in accordance with the evaluation criteria set forth in this RFP.

8. This RFP does not commit the Government to pay any cost for preparation and submission of your proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

9. Any resultant contract shall include all applicable clauses to the type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

10. All questions/inquiries concerning the RFP document must be submitted in writing by close of business (5:00pm) 30 September, 2008 to Michael.Purnell@occ.treas.gov. The Government's response to the inquiries will be made in writing and posted as a amendment to this RFP. In addition, any resulting additions, deletions, or changes to the RFP will be made by issuance of a formal amendment. Offerors are instructed specifically to contact only the issuing contract office in connection with any aspect of this requirement prior to contract award. **The Government does not intend to extend the due date for proposals.**

11. Proposal Format and Content.

i. Paper, Page Size and Format. Page size shall be 8.5 x 11 inches. Pages shall be single-spaced. Use at least 1 inch margins on the top, bottom and side margins.

ii. Text Spacing and Type. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point. Pages shall be numbered sequentially by section.

iii. Illustrations and Tables. Tables, charts, graphs, diagrams and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 8.5 x 11 inches. Foldout pages shall not be used. For tables, charts, graphs and figures, the text shall be no smaller than 16 pitch. Elaborate formats, bindings or color presentations are not required. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are not required and neither are they desired.

iv. Number of Copies/Page Limits. The offeror shall prepare the quote as set forth in the Proposal Organization Table below. The "original" proposal shall be clearly marked. The titles and contents of the sections shall be as defined in the table, all of which shall be

within the required page limits and with the number of copies specified. When both sides of a sheet display printed material, it shall be counted as 2 pages. Pages exceeding this page limitation set forth will not be read or evaluated and will be removed from the proposal.

Volume	Title	1 Original plus # of copies	Maximum Page Limit
**	Cover Letter	0 copies	2
I	Technical	3	45
II	Management and Transition Plan	3	35
III	Relevant Past and Present Performance	3	30, Excluding Questionnaires
IV	Oral Presentations	3	N/A (see attachment 15)
V	Cost/Price	3	None

Note: Resumes and Cover pages will not count against the page limitation. Offerors are to provide 1 CD copy of their entire proposal

*****-. Must include the phone and e-mail address of the POC***

28.0 VOLUME I -TECHNICAL PROPOSAL INSTRUCTIONS

The Offeror shall provide a Contractor Performance Based Statement of Work (CBPSOW) which describes its technical understanding and proposed solution/approach to performing all of the requirements of the ESSS Statement of Objectives (SOO). The Offeror shall detail this understanding in a CPBSOW, which must define all work necessary to meet the objectives stated in the SOO. The technical approach must clearly explain what tools, technologies, and methods will be used to execute the technical requirements of the task orders the Offeror expects to receive. The Offeror shall also describe the risks associated with implementation of its technical approach, as well as the steps to mitigate these risks, and an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the Offeror in the past.

The Offeror shall propose service level agreements (SLAs) and metrics appropriate to each task area that will ensure that task order performance fulfills the OCC's stated objectives. Recommended surveillance methods and associated incentives and disincentives shall be included where appropriate. Offerors shall supplement their responses by addressing the questions at attachment 3.

The Offeror's Volume 1, Technical Proposal, shall include the CBPSOW, responses to which shall describe the offeror's performance-based approach to O&M and technical responses to the activity and sample scenarios stated below.

Sample Activity #1 - Performance-Based Approach to O&M

Offerors shall describe in detail their technical approach to transforming the manner in which O&M services are performed at the OCC while at the same time providing uninterrupted support at acceptable levels. Key elements include:

- A detailed discussion of how it plans to address the existing fragmented, business-unit-facing O&M support structure, standardizing processes, improving customer service and gaining operational efficiencies;

- Identification of the leading practices, business drivers and metrics that are key to achieving the OCC's objectives;

- A description of any significant risks involved in its approach and how they will be managed or mitigated;

- Present specific past performance citations where work of a similar nature was performed

successfully.

Sample Scenario #1 - SIS-EV (SIS Examiner View 2007 Modifications): (see attachment 2)

Offerors shall describe their technical understanding and approach to performing all of the requirements of the SIS-EV sample scenario including the following elements:

Prepare a schedule that addresses key activities required to produce a time-boxed implementation (i.e. 4 month release cycle) of a subset of the engineering proposals and associated assumptions for their sizing. Identify which labor categories including skill sets, associated experience and staffing levels (level of effort) are required to execute each task. Include an overview of proposed plans such as communication, implementation, and back out or rollback.

Assuming that a change to the database schema is required to implement the enhanced functionality, describe the efforts and processes that would be required to push the application and the database upgrade to the examiners in the field. Ensure that the process covers the necessary activities and techniques to monitor and track the deployment operations. Note: There are approximately 2150 client databases, each approximately 80MB.

Describe any engineering challenges and significant risks and how they will be managed or mitigated.

Discuss the leading practices, business drivers and associated metrics (Performance Measurement Plan) that are key to achieving the objectives of this scenario.

Present specific past performance citations where work of a similar nature was performed successfully.

Prepared a detail cost proposal that identifies skill mix, rates, hrs. and overall projected cost.

Sample Scenario #2 - Data Warehouse Scenario (Data Mart Enhancement to Data Warehouse Environment): (see attachment 2)

Offerors shall describe their technical understanding and approach to performing all of the requirements of the Data Warehouse sample scenario including the following elements:

Prepare a schedule that addresses all activities and associated deliverables required to complete the objectives of this scenario. Identify which labor categories including skill sets, associated experience and staffing levels (level of effort) are required to execute each task.

Describe the extract, transform, and load (ETL) process required to enhance the data warehouse and create the Data Mart.

Describe standards imposed on the development of the Business Objects Universe.

Describe any significant risks and how they will be managed or mitigated.

Discuss the leading practices, business drivers and associated metrics (Performance Measurement Plan) that are key to achieving the objectives of this scenario.

Present specific past performance citations where work of a similar nature was performed successfully.

Prepared a detail cost proposal that identifies skill mix, rates, hrs. and overall projected cost.

Sample Scenario #3 - Database Scenario (Import XML and Build Relational Structure): (see attachment 2)

Offerors shall describe their technical understanding and approach to performing all of the requirements of the Database sample scenario including the following elements:

Prepare a schedule that addresses all activities required to import the XML and organize it into a relational database. Identify which labor categories including skill sets, associated experience and staffing levels (level of effort) are required to execute this task.

List suggested tools and/or methods and describe the pros and cons of each.

Describe any significant risks and how they will be managed or mitigated.
Discuss the leading practices, business drivers and associated metrics (Performance Measurement Plan) that are key to achieving the objectives of this scenario.
Present specific past performance citations where work of a similar nature was performed successfully.
Prepared a detail cost proposal that identifies skill mix, rates, hrs. and overall projected cost.

Offerors shall submit proposals and data comprehensive enough to provide the basis for a sound evaluation. The information should be precise, factual and responsive.

To permit a thorough and effective evaluation, the proposal should be as concise, complete, and clear as possible. Inclusion of any important consideration not covered by this request is encouraged. The CPBSOW shall be so detailed, specific and complete as to enable the Government to make a thorough evaluation of the proposal, and a sound determination that each proposal will have a reasonable likelihood of meeting the requirements of the Government as set forth in the SOO. A proposal which merely offers to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. Offerors shall explain their proposed technical approach in relation to the CPBSOW. Statements to the effect that the offeror understands and will comply with the SOO in whole or in part, phrases such as "standard procedures will be used" or well-known techniques will be utilized" and generalities of textbook theories and techniques will not constitute compliance with the requirements concerning the content of the technical proposal. It is essential that the offeror present information in sufficient detail so as to permit the Government to make evaluation of the technical proposal without further information being required from the Offeror.

29.0 VOLUME II – MANAGEMENT and TRANSITION PLAN PROPOSAL INSTRUCTIONS

MANAGEMENT

i. The Offeror shall address in sufficient detail the adequacy of corporate management and corporate resources to support all of the technical requirements of the RFP and the ability to function as a viable and productive partner with the Government. The Offeror shall demonstrate the ability to provide qualified staff in a timely fashion to execute the work. Plans for training personnel, participating in industry-wide initiatives and developing innovations applicable to the field should be detailed, along with an explanation of how these activities will be accommodated within the offeror's overhead structure. Also, the Offeror shall describe its ability to interface electronically with the Government so as to reduce administrative costs and processing time of contract transactions, such as the placement of task orders.

ii. The management plan shall include the following:

Organizational Chart. The Offeror shall provide a proposed organizational chart for the contract including all significant teaming partners or subcontractors. The Offeror shall describe the lines of authority and reflect the degree of authority each position will exercise in managing resources including subcontractors.

Program Management. The Offeror shall present its general approach to managing Contract performance including the following:

Management practices/disciplines/tools used to manage the performance of this Contract;
Description of the methods used to plan, estimate, schedule, monitor, administer work, and meet delivery requirements;
Approach to applying Earn Value Management (EVM) to this Contract;
Experience with SEI and/or PMI process and project management disciplines;
Mobilization and management of staff during the contract and task order startup periods.
The Offeror shall describe its general approach to managing subcontractors including:
Identification of the need for subcontractors and the subcontractor selection process;
Description of the process for coordination and integration of the Subcontractor's efforts into those of the Offeror;

Identification of the methods to be used in oversight of the subcontractor's performance, with specific attention to how the Offeror will apply EVM to subcontractor performance;
Provision of a subcontracting plan for subcontracting any portion of the work under the ESSS SOO task areas and the degree of commitment by intended subcontractors. Any subcontracting plan shall provide at least the following:

1. Name, address, and tax identification number of each subcontractor.
2. Summary of capabilities of each subcontractor.
3. Description of roles of Key Personnel of each subcontractor.
4. Estimated percentage of work to be performed by each subcontractor.
5. Description of work, and labor categories, to be performed by each subcontractor.
6. If applicable, MWOB (Minority Woman Owned Business) designation of type of subcontractor.
7. SDB (Small Disadvantaged Business) certification, if any, of subcontractor.

Quality Action Plan (QAP). The Contractor shall submit a QAP covering all task areas required for this Contract as part of their CPBSOW in accordance with Section 5.4 of the ESSS SOO. The QAP shall include at least the following elements: a Performance Measurements Plan, a Document Change Management Plan, and a Communications Plan. The QAP shall promote excellence in all functional areas of the contract.

iii. The Offeror shall describe its approach to staffing the task orders it expects to receive. The staffing plan shall clearly explain how the Offeror proposes to staff a task order (see paragraphs 5.5, Personnel Management, and 5.6, Subject Matter Experts, of the SOO), assign tasks, supervise the work of its employees, implement methods and processes to enable that work to be completed successfully, and manage the scope of task order activities.

The Offeror shall demonstrate the ability to provide personnel with expertise in the following disciplines at a minimum:

- Systems architecture
- Data architecture
- Security architecture
- Systems design and development
- Interface design and development
- Systems integration
- Data conversion
- System performance monitoring, tuning, and testing
- Post-implementation support
- Configuration management
- Unit, systems, regression, integration, and acceptance testing
- Data modeling
- Cutover/transition planning and execution

iv. The staffing plan shall list the names and proposed duties of key professional and technical personnel, consultants, and subcontractors including considerations for replacing key personnel should it become necessary. The approximate percentage of time each individual will be available for this project shall be included.

v. The Offeror shall provide resumes for the Key Personnel who will be assigned to this Contract. Resumes should contain information on education, background, recent experience and specific technical accomplishments pertinent to their role in this solicitation. At a minimum, the following types of personnel are deemed key:

- Program Director (must be PMI-certified);
- Task Order Manager (on a Task Order response basis)
- Senior Software/Systems Architect with extensive experience with proposed tools and techniques;

- Senior Data Architect.
- Senior Quality Assurance Analyst

Each resume should list the following information for each proposed individual:

- Employee name
- Project name
- Nature of Assignment
- Date of Assignment
- Brief description of duties, responsibilities, and accomplishment
- Education, degrees/certifications obtained

Each resume should also list the following information for each person proposed, the Offeror shall indicate whether the person is:

- Currently employed by the contractor;
- Planning to join the organization;
- A subcontractor; or
- Other arrangements have been made.

Each offeror is hereby advised that between proposal submission and contract award, if any of the proposed key personnel change, it is the responsibility of the offeror to properly notify in writing, the Contracting Officer of the change and to provide a suitable qualified replacement. Failure to do so, may result in disqualification of your proposal from this competitive process.

TRANSITION PLAN

The OCC considers a smooth Transition/Phase-In and continuity of services to be critical. The Offeror shall define its approach to providing uninterrupted support while assuming responsibility for maintenance activities currently provided by other vendors. Solutions should focus on replacing the current fragmented (in most cases, system-by-system and business unit-by-business unit) O&M support with a structure that leverages common technologies, rationalized assets and optimized processes, while remaining flexible in response to OCC's dynamic operational environment. Additionally, the solution shall address how the Offeror will handle new systems as their support/development contracts expire and their tasks are folded into this contract.

Initial Transition/Phase-In. The Offeror shall submit a phased Transition plan to demonstrate its ability to recognize the tasks that will need to be performed to assume responsibility for maintenance activities currently provided by other vendors and to provide uninterrupted support at acceptable levels for OCC solutions specified in Attachment 4. Phase 1 systems (attachment 5) shall be transitioned and fully operational at acceptable quality levels no later than **March 31, 2009**.

Recurring Activities. The Offeror's shall describe its approach to bringing new systems into its operations and management process as OCC's development contracts expire and tasks are folded into this contract over time.

30.0 VOLUME III – PAST PERFORMANCE INSTRUCTIONS

Provide any information currently available (letters, metrics, customers' survey, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type discipline in the past three years. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, etc.

Offerors shall provide the past performance survey at attachment 14 to their references. Offerors references shall complete each survey and return the surveys directly to the contracting office, attention Mr. Michael G.

Purnell (michael.purnell@occ.treas.gov). Provide a list of at least three (3), but no more than five (5), of the most relevant contracts performed for Federal agencies and commercial customers within the last 3 years of this solicitation closing date that demonstrate your ability to perform the proposed effort. Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will be given a rating. Offerors with no relevant past or present performance history shall receive the rating “neutral”, meaning the rating is rated neither favorable nor unfavorably.

The Government will evaluate each offeror on its performance under existing and prior contracts for similar services. The Government will use past performance information as both responsibility determinations and as an evaluation factor in determining the acceptability of an offeror past performance. The government may contact references, other than those identified by the offeror, and use the information received to evaluate the offeror’s past performance.

31.0 VOLUME IV – ORAL PRESENTATIONS

The OCC will hold oral presentations with those offerors who have been determined to be in the competitive range within 3-5 days after notifying contractors of their inclusion in the competitive range. Offerors shall prepare their oral presentations in accordance with attachment 15 of this solicitation. The oral presentations will be held at OCC Headquarters in Washington, D.C. After completion of the oral presentation a rating will be assigned by the OCC evaluation team. The government reserves the right to reestablish the competitive range after oral presentations if an offerors proposal is no longer considered one of the most highly rated proposals. Oral presentations are not considered discussions. The government will provide offerors remaining in the competitive range the opportunity to submit a final proposal revision after negotiations or discussions.

32.0 VOLUME V – PRICE PROPOSAL INSTRUCTIONS

Complete blocks 12, 17a, 17b, 30a, 30b, and 30c of the Standard Form 1449. Please include your DUNS number in block 17. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP. (Note: All offerors shall return Attachment 16 Representations and Certifications as part of this volume)

Offerors shall provide labor categories and fully-burdened labor rates for all direct labor (both prime and subcontractor) in Part I, Supplies or Services and Prices/Costs, Section 5.0. Offerors proposals shall state the material costs, material handling fees and any indirect cost pursuant to FAR Clause 52-212-4 and 52.212-4, ATL I for Time and Materials and Labor Hour Task Orders. If the price proposal does not support the proposed technical solution, the offeror’s overall proposal rating may be downgraded. The labor categories provided in Part I, Section 5.0 are provided for guidance only. Each offeror shall determine the labor categories required to support the types of ESSS task orders anticipated by the government. Offerors shall propose labor categories and fully-burdened labor rates for on-site work only.

33.0 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Approach,
2. Management Approach,
3. Transition Plan,
4. Past Performance;

- 5. Oral Presentations; and
- 6 Price

Technical, Management, Transition Plan, and Past Performance, when combined, are significantly more important than price. Of the non-priced factors technical is the most important, while management, transition plan, and past performance are of equal importance. Oral Presentations will be used only for offerors in the competitive range. The government will hold discussions with only those offerors that remain in the competitive range.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

[End of Provision]

NOTIFICATION OF A POSSIBLE CONFLICT OF INTEREST

As per FAR Subpart 9.505, the two underlying principles regarding a conflict of interest are:

(a) Preventing the existence of conflicting roles that might bias a contractor's judgment; and

(b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses -

- (1) Proprietary information that was obtained from a Government official without proper authorization; or
 - (2) Source selection information (as defined in FAR 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.
- The offeror shall respond to this notification by addressing in its proposal how it intends to avoid, neutralize or mitigate any possible conflict of interest including conflicts related to subcontracts. If a conflict of interest is determined to exist that cannot be avoided or mitigated the contracting officer may withhold award.

The offeror's response to this notification shall be included in the price volume.

PART V - EVALUATION OF QUOTES

34.0 EVALUATION FACTORS FOR AWARD

CRITERIA FOR CONTRACT AWARD:

(a) **Basis for Award.** Award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value to the Government, price and other factors considered. The Offeror should show that the objectives stated in the solicitation are understood and offer a logical approach to their achievement. The evaluation shall be conducted in accordance with the evaluation criteria stated below. The Government may award a contract on the basis of initial offerors received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost and technical standpoint. The Contracting Officer will establish a competitive range of the most highly rated proposals. If the Contracting Officer determines that the number of proposals in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that he/she feels will permit an efficient competition among the most

highly rated proposals.

(b) The Government will perform a trade-off analysis of non-price factors against price to determine the best value to the Government. Offers that submit rates that are deemed to be unrealistically low and lack realism by the contracting officer will be considered indicative of a lack of understanding of the complexity and risk in meeting contract requirements and will not be considered for award.

(c) Relative weight. Non-price factors (Technical, Management, Transition Plan, Past Performance and Oral Presentations), when combined, are significantly more important than price. Of the non-price factors, technical is more important than management, transition plan, past performance, and oral presentations. Management, transition plan, past performance and oral presentations are of equal importance. The importance of price in the evaluation for award will increase as the relative differences in non-price factors of offerors decreases.

(d) Evaluation Factors. The Government intends to establish a competitive range of the mostly highly rated proposals. Oral presentations will take place after establishment of the competitive range and **only offerors within the competitive range will be invited to participate**. The highest possible rating is Exceptional, with the lowest possible rating being Unacceptable. *The contracting officer may eliminate from further consideration any proposal that receives an unacceptable rating on any evaluation factor or subfactor.* .

(1) Factor 1- Technical Approach:

Sub-factor 1: The Government will assess the technical capability and proficiency of the Offeror to satisfy the objectives of the ESSS SOO by evaluating the CPBSOW. Answers to the Critical Discussion Items (see attachment 3) will be evaluated as will the Offeror's stated experience and skill sets.

Sub-factor 2: Sample Activity and Sample Scenarios

Performance-based O&M Activity. The Government will evaluate the Offeror's technical understanding and demonstrated ability to complete the requirements of the performance-based O&M scenario.

SYS EV Sample Scenario. The Government will evaluate the Offeror's technical understanding and demonstrated ability to complete the requirements of the SIS-EV sample scenario.

Data Warehouse Sample Scenario. The Government will evaluate the Offeror's technical understanding and demonstrated ability to complete the requirements of the Data Warehouse sample scenario.

Database Sample Scenario. The Government will evaluate the Offeror's technical understanding and demonstrated ability to complete the requirements of the Database sample scenario.

(2) Factor 2- Management Approach: The Government will evaluate the proposed management approach and staffing plan to determine whether the Offeror demonstrates a clear understanding of the task areas. The Offeror's Organizational Chart, Program Management and Sub-contractor Management Approaches, and Quality Action Plan will be evaluated to ensure that the Offeror's methods and processes are mature enough to meet the objectives of the ESSS SOO. The Government will also assess the adequacy of corporate management and corporate resources to determine the ability of the Offeror to function as a viable and productive partner with the Government.

- a) Sub-factor 1 – Staffing Plan. The Government will evaluate the Offeror's approach to staffing the task orders they expect to receive. The Government will assess whether the Offeror demonstrates the ability to provide qualified staff in a timely fashion as well as to retain them over time.
- b) Sub-factor 2 – Key Personnel. The Government will evaluate the Offeror's commitment to provide key professional and technical personnel, consultants, and subcontractors including its

provision for replacing key personnel should it become necessary and the approximate percentage of time each individual will be available for this project.

(3) Factor- 3 Transition Plan. The Government will evaluate the Offeror's approach to providing uninterrupted support at acceptable performance levels while assuming responsibility for maintenance activities currently provided by other vendors.

- a. Sub-factor 1 – Initial Phase-In. The Government will assess the Offeror's initial Transition/Phase-In plan to determine the Offeror's ability to recognize the tasks that will need to be performed to assume responsibility for maintenance activities currently provided by other vendors and to provide uninterrupted support at acceptable levels for OCC solutions specified in Attachment 4, as well as Phase 1 systems (attachment 5).
- b. Sub-factor 2 – Recurring Activities. The Government will evaluate the Offeror's proposed plan to handle new systems as OCC's development contracts expire and tasks are folded into this contract over time.

(4) Factor- 4 Past Performance. The Past Performance factor will be used to determine the risk of non-performance, defective performance, and/or late performance by evaluating each offeror's reported quality of work and relevant experience with the type of services being solicited. In evaluating past performance, the Government may contact some or all of the references provided by the offeror and may contact other sources of information. The Government may evaluate the past performance of the offeror's proposed key subcontractors, predecessor companies, or key personnel who have relevant experience to the extent warranted. Only relevant experience will be considered for past performance purposes. An offeror with no record of relevant past performance will be given a "neutral" rating for past performance.

(5) Factor -5 Oral Presentations. The Government will evaluate the offeror's oral presentation to ensure offerors are able to show a high level of understanding regarding the topics presented. Offerors presentations must address the criteria in attachment 15.

(6) Factor -6 Price. Price will be evaluated on the basis of cost realism. Cost realism pertains to the offeror's ability to project costs which are realistic and reasonable and which indicate that the offeror understands the nature and scope of work to be performed. Labor will be evaluated on the basis of 100% straight time. Uncompensated overtime and overtime rates will not be used in the evaluation. The method of evaluation used by the contracting officer is solely within the discretion of the contracting officer. Evaluation of personnel compensation will be part of the cost realism evaluation. Unrealistic rates, as determined by the Contracting Officer, may also be considered in risk assessment and the offeror's overall proposal may be downgraded. For the purpose of preparing a cost/price proposal, the offeror shall assume that the basic period of performance shall be one year from date of award with four (4) twelve-month option periods. The Government has estimated travel and material costs as zero for the base period and all option periods.

(e) A definition of the evaluation ratings is as follows:

Evaluation Rating Standards	
Rating	Standard
Exceptional	An exceptional proposal contains significant strengths and no weaknesses. The proposal exceeds the performance and technical capability requirements defined in the SOW. The proposal offers value-added methodologies for improving service that benefits the Government. The evaluator has no doubt that the offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The offeror acknowledges risks and develops an approach that proactively identifies and mitigates risks, and looks to reduce or eliminate future risks.

Evaluation Rating Standards	
Rating	Standard
Good	A good proposal contains significant strengths, and only a few minor weaknesses. The offeror's proposal meets the performance and technical capability requirements as defined in the SOW. The evaluator has a high degree of confidence that the offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The offeror acknowledges technical or schedule risk and develops an approach capable of mitigating all apparent risks effectively.
Acceptable	An acceptable proposal contains strengths that outweigh any existing weaknesses. The offeror's proposal meets the performance and technical capability requirements defined in the SOW. The evaluator is confident that the offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed.
Marginal	The proposal meets the bare minimum performance and technical capability requirements defined in the SOW, and at the same time has significant weaknesses. The evaluator is not confident that the offeror can successfully complete the required tasking without significant Government oversight or participation. The proposal either fails to address risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk.
Unacceptable	An unacceptable proposal that contains one or more significant weaknesses and deficiencies. Proposal fails to meet specified minimum performance and technical capability requirements defined in the SOW. The evaluator is confident that the offeror will be unable to successfully complete the required tasking. The proposal does not adequately acknowledge or address risk, mitigate risk, or may actually introduce risk.

It is the policy of the Office of the Comptroller of the Currency that contracts be awarded only to responsible contractors. To be determined responsible, a prospective contractor must:

- a. Have adequate financial resources to perform the contract, or have the ability to obtain them;
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. Have a satisfactory performance record;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control systems, and quality assurance measures applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors);
- f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.